

**Ampla**

August 17, 2023

Burke Decor, LLC  
1419 Boardman-Canfield Road, STE 280  
Youngstown, OH 44512  
Attn: Erin Burke

**Re: Notice of Event of Default and Opportunity to Cure**  
**through 12:01 a.m. ET, Friday, August 25, 2023**

Dear Erin Burke,

As you know, on or about September 27, 2022, Burke Decor, LLC, as borrower ("Borrower"), and Ampla, LLC, as lender ("Lender"), entered into that certain Ampla Growth Line of Credit Agreement ("Credit Agreement"). Capitalized, though undefined terms as used herein, shall have their meaning as defined in the Credit Agreement.

The Credit Agreement, Section 6, provides in pertinent part: "6. LINE OF CREDIT FOR SPECIFIC PURPOSES ONLY. The proceeds of the Line of Credit (including, for the avoidance of doubt, any and all Advances) ***may solely be used for the specific purposes as set forth in the Use of Proceeds Certification contained in Section 52 below, and not for any other purposes ...***" (emphasis added).

The Credit Agreement, Section 52, provides in pertinent part: "52. CERTIFICATION AND SIGNATURES. ... Use of Proceeds Certification As referred to in Section 6, by signing below, ***the Borrower certifies, acknowledges and understands that the proceeds from the requested Line of Credit (including, for the avoidance of doubt, any and all Advances) will be used solely for the following purposes only:*** • Purchases of inventory, raw materials, packaging, or other specified goods; • Manufacturing payments; • Payments to shipping and/or fulfillment partners; • Purchases of marketing and advertising services; and • To the extent not included above, other general and administrative costs as determined by Lender in its sole discretion" (emphasis added).

The Credit Agreement, Section 32, provides in pertinent part: "32. DEFAULT. The occurrence of any one or more of the following events (herein, "Events of Default") shall constitute, without notice or demand, a default under this Agreement ... (ii) ***Borrower fails to comply with, promptly, punctually and faithfully perform or observe any other term, condition or promise within this Agreement ...***" (emphasis added).

**Exhibit 2**

# Ampla

**It has come to our attention that you have violated numerous of the aforementioned provisions of the Credit Agreement, specifically by wrongfully diverting Advance proceeds to corporate affiliates outside the relatively broad, but limited and enumerated scope as outlined above. Therefore, Lender hereby declares an Event of Default, and even though not required under the Credit Agreement, hereby provides you 5 business days' notice and opportunity to cure said Event of Default, which, for the avoidance of any doubts, shall be cured on or before 12:01 a.m. ET, Friday, August 25, 2023.**

Lender reserves all rights and remedies under the Credit Agreement and applicable law. Please govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Cummings", with a stylized flourish at the end.

Jim Cummings, COO, Ampla, LLC